

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION



November 3, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A PROPOSED AGREEMENT FOR THE DEVELOPMENT OF AREA-WIDE
MULTIPLE USE/OFF-HIGHWAY VEHICLE TRAIL MAPS WITH THE CALIFORNIA
TRAIL USERS COALITION
(All Districts- Three Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these actions are categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve, and instruct the Chairman to sign, the attached agreement to provide funding in an amount up to and not to exceed \$62,000 to the California Trail Users Coalition (CTUC) for the development and production of a series of three (3) area-wide multiple use trail maps (trail maps), to be funded through the County of Los Angeles Department of Parks and Recreation's (Department's) Off-Highway Vehicle (OHV) Fund and financed through the OHV Trust Fund (Trust Account Number TP1, Southern California OHV trail maps).
3. Approve the project and authorize the Interim Director of Parks and Recreation to carry out all project-related responsibilities under the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these actions will provide for the development of a series of multiple use trail maps, which will indicate the areas that are available for legal OHV recreation including trails and parks throughout the greater Los Angeles area. These trail maps will assist the OHV user in finding legal usable OHV trails and recreation areas. Under the proposed agreement, the County of Los Angeles (County) would utilize funds that have been held in trust for the purpose of providing OHV trail maps to CTUC, a non-profit

agency dedicated to the improvement of trails and other facilities for OHV and equestrian uses. The money from this fund will finance the initial printing of a series of three (3) trail maps covering the greater Los Angeles area.

CTUC shall produce 60,000 copies of three trail maps (20,000 copies of each trail map) for distribution to the public at large at the CTUC's events and meetings and give the Department 100 copies of each trail map for the County's planning and documentation use. This agreement shall commence within nine (9) months from the execution date of the agreement.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this recommendation enhances the County's Strategic Plan Goals of Organizational Effectiveness (Goal Number 3) by working with CTUC to create a series of trail maps which will inform the OHV community of legal OHV recreation areas and Community Services (Goal Number 6) by improving the quality of life for the residents of Los Angeles County's unincorporated communities by providing information as to the several legal OHV trails and recreation areas.

FISCAL IMPACT/FINANCING

There is no impact to the County General fund. Sufficient funding is available in the OHV Fund to provide for the \$62,000 required for the development and production of the proposed trail maps.

The agreement will be financed through funds held in trust for the purpose of providing maps of Southern California OHV trails and facilities. The OHV Trust Fund (Trust Account Number TP1) was originally established in the late 1980's to receive State grant funds to produce and print 50,000 maps of OHV trails and facilities throughout Southern California.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The approval of this action will permit an agreement between the County and CTUC. CTUC is required to indemnify, defend and save harmless the County's elected or appointed officers and employees. The total funding amount through the Agreement will not exceed \$62,000, which will be taken from the OHV Trust Fund (Trust Account Number TP1) for OHV trail map purposes. The agreement has been approved as to form by County Counsel.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

These actions are exempt from the California Quality Act according to Section 15061 (b), (3) of the State Guidelines for the Implementation of the California Environmental Quality Act because it can be seen with certainty that these actions will have no significant effect on the environment.

IMPACT ON CURRENT SERVICES AND PROJECTS

There are no anticipated impacts to current services and projects associated with the proposed action.

CONCLUSION

It is requested that two (2) confirmed copies of this letter be returned to the Department, one (1) confirmed copy of this letter to the Auditor-Controller, one (1) confirmed copy of this letter to the Chief Administrative Office. It is recommended that the Board instruct the Chairman and the Clerk of the Board to attach the agreement, whereby the agreement can be referred to as needed. It is further requested that both original copies of the agreement be returned to the Department for final processing with CTUC.

Respectfully submitted,


Russ Guiney
Interim Director

Attachments (2)

c: Executive Officer, Board of Supervisors (22)
Chief Administrative Office
County Counsel
Auditor-Controller

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE
CALIFORNIA TRAIL USERS COALITION FOR THE DEVELOPMENT AND
PRODUCTION OF AREA-WIDE MULTIPLE USE/OFF-HIGHWAY VEHICLE TRAIL
MAPS**

This Agreement ("Agreement") is made and entered into this 2nd day of November, 2004 by and between the County of Los Angeles ("County"), a body corporate and politic, and the California Trail Users Coalition ("CTUC"), a non-profit public benefit corporation, organized and existing pursuant to California law.

RECITALS

- A. WHEREAS, the County has collected funds from the State of California's Off-Highway Vehicle ("OHV") Trust Fund and has over \$80,000 in Trust Account Number TP1 for Southern California OHV trail maps;
- B. WHEREAS, the County is desirous of developing a series of area-wide multiple use trail maps ("trail maps") for the OHV community within the County to inform the public of areas where one can legally recreate by horse, bicycle, and off-road vehicles;
- C. WHEREAS, CTUC has developed a mapping standard and pilot program to expedite this process;
- D. WHEREAS, Section 26227 *et seq.* of the Government Code of the State of California authorizes and empowers counties and non-profit public benefit corporations to enter into agreements for said purposes;
- E. WHEREAS, CTUC agrees to prepare said trail maps for an amount up to and not to exceed \$62,000 within nine (9) months from the execution date of this agreement; and,
- F. WHEREAS, County agrees to reimburse CTUC for allowable expenditures to prepare said trail maps up to and not to exceed \$62,000.

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein, County and CTUC agree as follows:

- 1 **Inclusion of Recitals.** The above recitals are incorporated in this Agreement.
- 2 **Term.** This Agreement shall commence on the date the County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by

the Chair of said Board and attested by the Executive Officer-Clerk thereof ("Commencement Date") and shall terminate on August 2, 2005.

3. **Delegation.** County's responsibilities under this Agreement are expressly delegated to the Interim Director ("Interim Director") of the County of Los Angeles Department of Parks and Recreation ("Department") or his authorized representative. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless executed by the CTUC and the County.
4. **Project Agreement.** CTUC agrees to have ready for development and distribution 60,000 copies of three trail maps (20,000 copies of each trail map) as specified in their proposal (Exhibit A) within nine (9) months from the date of execution of this agreement for an amount up to and not to exceed \$62,000.00.
5. **Fund Release.** County, acting through its Department agrees to pay CTUC up to and not to exceed \$62,000.00 for the production of these maps. At the County's discretion, the County also may perform an audit of the Project expenditures before final payment is made. Nothing in this section precludes the County from performing an audit of Project expenditures at a later date.
 - a. **Fund Release Schedule.** The County shall initiate the payment process for release of funds to CTUC on the following schedule:
 - (1) Execution of agreement, 25 percent;
 - (2) Receipt of invoice upon approval of 50 percent development of trail maps, 30 percent;
 - (3) Receipt of invoice upon approval of 100 percent development of trail maps, 35 percent; and,
 - (4) Receipt of invoice upon delivery of trail maps to County as specified in Section 6.a., 10 percent.
6. **Trail maps.** The Department shall have the right to review and approve trail maps. The Department shall have fifteen (15) County business days from receipt of the trail maps to review and approve them and in the event the Department does not respond within said time period, the trail maps shall be deemed approved by the Department. CTUC shall furnish the Department with three (3) sets of draft trail maps for review purposes during the fifty percent (50%) and one hundred percent (100%) stages of development of the trail maps.
 - a. **Map Distribution to the County.** The CTUC shall provide 100 copies of each map developed to the Department for the County's planning and documentation purposes.

b. **Map Distribution to the Public.** The CTUC is hereby authorized to distribute the three trail maps at its events and meetings to the public at large.

c. **Future Map Revisions and Printing.** Subsequent need for revisions and/or printing of additional maps shall require CTUC to enter into a subsequent Agreement with the County for this purpose.

7. **Non-Performance.** If, for any reason, and at any time during the course of the Project, CTUC is unable to complete the trail maps as specified in this Agreement, all unused funds shall be reimbursed to the County and all documents, complete or incomplete, created under the terms of this Agreement shall become the sole property of the County.
8. **Termination for Convenience.** This Agreement may be terminated by either party at any time after the Project is completed and for any reason upon one hundred and eighty (180) days written notice to the other. If the CTUC desires to exercise its right to terminate this Agreement after the trail maps are printed, CTUC shall reimburse County all funds collected and all undistributed maps. If the County desires to exercise its right to terminate this Agreement after the trail maps are printed, County shall forfeit its right to receive funds or trail maps or perform audits on funds collected by CTUC.
9. **Indemnification of County by CTUC.** CTUC agrees to defend, indemnify and hold harmless the County, its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to bodily injury, personal injury, death or property damage, arising from or connected with CTUC's operations or activities pursuant to this Agreement, including any Worker's Compensation suits, liability, or expense arising from or connected with services performed on behalf of CTUC by any person pursuant to, or as a result of this Agreement. CTUC's duty to indemnify County shall survive the expiration or other termination of this Agreement.
10. **Insurance.** CTUC shall provide insurance coverage in the amounts and in accordance with the terms specified in this Section.

Without limiting the CTUC's indemnification of the County, the CTUC shall provide and maintain throughout the term of this Agreement, at its own expense, the following insurance coverages. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County:

a. **General Liability Insurance.** Written on ISO policy form CG 00 01 or its equivalent for self-insured entities, with limits of not less than the following:

- | | |
|---|-------------|
| (1) General Aggregate: | \$1 million |
| (2) Products/Completed Operations Aggregate | \$1 million |
| (3) Personal & Advertising Injury: | \$1 million |
| (4) Each Occurrence: | \$1 million |

b. **Auto Liability Insurance.** Written on ISO policy form CA 00 01 or its equivalent for self-insured entities, with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."

c. **Workers Compensation and Employers' Liability insurance.** Providing Workers Compensation benefits, as required by the Labor Code of the State of California, for which the CTUC is responsible. In all cases, the above insurance also includes Employers' Liability coverage with limits of not less than the following:

- | | |
|------------------------------|-------------|
| (1) Each Accident: | \$1 million |
| (2) Disease -- policy limit: | \$1 million |
| (3) Disease – each employee: | \$1 million |

d. **Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

County of Los Angeles Department of Parks and Recreation
510 S. Vermont Avenue, Second Floor
Los Angeles, California 90020-1975
Attention: James Barber, Head – Advance Planning Section

Such certificate(s) or other evidence of coverage shall be required prior to commencing activities pursuant to this Agreement and shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation, termination or change in limits of any policies evidenced on the Certificate of Insurance.
- (4) Include copies of the additional insured endorsement to the general liability policy, adding the County and its officials, officers and employees as additional insureds for all of the CTUC's activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the reasonable right to require the CTUC to reduce or eliminate such deductibles or self-insured retentions as they apply to County or to require the CTUC to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

e. **Insurer Financial Ratings.** Insurance is to be provided by an insurance company reasonably acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County. Notwithstanding the foregoing or any other provision hereof to the contrary, the CTUC, in its sole discretion, may elect to self-insure any or all of the insurance coverage that the CTUC is required to provide pursuant to this Agreement, in which case, the CTUC's evidence of self-insurance shall satisfy the requirements of this Section 16(a).

f. **Failure to Maintain Coverage.** Failure by the CTUC to maintain the required insurance, or to provide evidence of insurance as required pursuant to this Agreement that is reasonably acceptable to County, shall constitute a material breach of this Agreement.

g. **Notification of Incidents, Claims or Suits.** CTUC shall report to County:

- (1) Any accident or incident relating to activities performed by the CTUC pursuant to this Agreement that involve injury or property damage that may result in the filing of a claim or lawsuit against the CTUC and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (2) Any third-party claim or lawsuit filed against the CTUC arising from or related to activities performed by the CTUC pursuant to this Agreement.
- (3) Any injury to a CTUC employee that occurs on the joint use site.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to CTUC pursuant to the terms of this Agreement.

h. **Compensation for County Costs.** In the event the CTUC fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, the CTUC shall pay full compensation for all costs reasonably incurred by County.

i. **Insurance Coverage Requirements for Sub-contractors.** The CTUC shall ensure that any and all sub-contractors performing services pursuant to this Agreement meet the insurance requirements of this Agreement by either:

- (1) The CTUC providing evidence of insurance covering the activities of the sub-contractors; or,
- (2) The CTUC providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

11. **Default Regarding Use of County Lobbyists.** The CTUC and each County Lobbying firm, as defined in the Los Angeles County Code Section 2.160.010, retained by CTUC shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of the CTUC, or any County Lobbyist or County Lobbying firm retained by CTUC, to fully comply with the County Lobbyist ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. Nothing in this Section shall be construed to prohibit CTUC from seeking review of stay of any such determination from any administrative body or court.
12. **Rules of Construction.** This Agreement shall be construed in accordance with the following unless otherwise apparent from the context in which they are used:
 - a. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory, and "may" is permissive.
 - b. Any time limits set forth in this Agreement may be extended by mutual consent of the parties in accordance with the procedures for adoption of an agreement.
13. **Notices.** All notices or other correspondence sent or required to be sent pursuant to this Agreement shall be in writing and shall be delivered in person, by facsimile transmission, or by certified United States mail, postage prepaid, and addressed to the party or parties as indicated in this Section. Any such notice or other correspondence shall be deemed to have been given to the receiving party only upon receipt. Any party indicated in this Section may change its address, the person to whom attention shall be directed, or its facsimile number by giving notice to the other parties as provided above. In the event any party utilizes signed documents transmitted by facsimile, the receiving party may rely upon such documents as if they bore original signatures. The party transmitting any document(s) by facsimile shall provide the receiving party with the document(s) bearing the original signature(s) within 72 hours of transmission by facsimile. Any document that shall or will be recorded; however, must bear original signature(s) because the County Recorder will not accept for recording any documents bearing non-original (facsimile) signatures. Notices or correspondence required or given pursuant to this Agreement shall be addressed as follows:

To County: Los Angeles County Department of Parks and Recreation
Attention: Interim Director
433 South Vermont Avenue
Los Angeles, CA 90020-1975
Facsimile number: (213) 487-0380

To CTUC: California Trail Users Coalition
Attention: Edward H. Waldheim, President
3550 Foothill Boulevard
Glendale, CA 91214
Facsimile number (818) 957-4435

- 14 **Force Majeure**. Non-performance by any party of any obligation set forth herein shall be excused when it is reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that party for any of the following reasons:

a. War, insurrection, significant and substantial civil commotion, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, acts of God, government restriction, litigation, acts or failures to act of any governmental agency or entity other than the non-performing party.

b. Inability after best efforts to secure necessary labor, materials or tools, strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor or supplier.

c. Inability after best efforts to obtain and consummate necessary financing, or delays caused by any lender or third party relating thereto, provided; however, that any delay based upon this clause shall not be excused beyond one year.

15 **General Provisions**.

a. **Severability**. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect.

b. **Cooperation of the Parties**. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

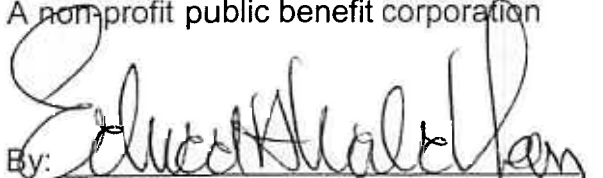
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is of no force or effect.
17. **Effect of Agreement.** This Agreement provides specifically for the joint use project by the CTUC and the County, and shall not be construed as applying to any other CTUC or County property and shall not serve as precedent for any other proposed or future joint-use agreements between the CTUC and County, or between the CTUC and any other public or private party.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the California Trail Users Coalition, by order of its Board of Directors, has caused this Agreement to be duly executed on its behalf by its President, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Chair of the Board of Supervisors and attested by the Executive Officer-Clerk thereof, as of the day, month and year first written above.

CALIFORNIA TRAIL USERS COALITION,

A non-profit public benefit corporation

By: 
Edward H. Waldheim, President

COUNTY OF LOS ANGELES, a
body corporate and politic

By: _____
Don Knabe, Chair
Board of Supervisors

ATTEST: Violet Varona-Lukens,
Executive Officer-Clerk of the Board
of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

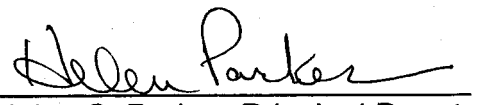
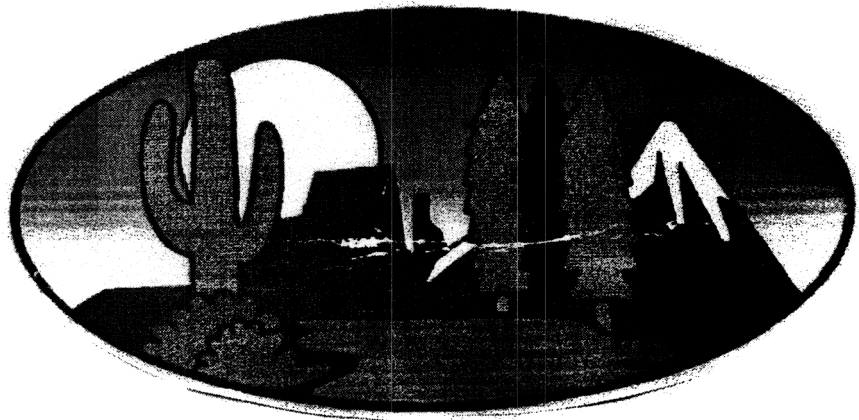
By: 
Helen S. Parker, Principal Deputy

Exhibit A

**California Trail Users Coalition (CTUC)
Multiple Use Trail Maps Proposal
November 21, 2001**

**Map Quotation Updated
September 27, 2004**



CTUC
CALIFORNIA TRAIL USERS COALITION

**MULTIPLE USE TRAIL MAPS
PROPOSAL**



3550 Foothill Blvd.
Glendale, CA 91214
800-339-2097 Ext. 215
Fax: 818-957-4435
EdWaldheim@aol.com

November 21, 2001

Mr. Thomas M. Dittmar
Supervising Landscape Architect
County Of Los Angeles
Department Parks and Recreation
433 South Vermont Ave
Los Angeles, CA 90020

Reference: Southern California Trail Map Proposal

Dear Mr. Dittmar:

On behalf of the CTUC Board of Directors we want to thank you for meeting with us and discussing the possibility of the Los Angeles County entering into an agreement with CTUC to produce a revised copy of the Los Angeles Trails Map.

As you know, this map has not been printed for over 10 years. During this time our recreational opportunities for all uses have shrunk to the point that we feel our rights are being eroded. This goes for the entire multiple use community, regardless of the form of recreation.

Our proposal will be to highlight the areas where one can legally recreate by horse, bicycle, off road vehicle be it green sticker or street legal, and four wheel drive vehicles.

The purpose of our map will be to make it easy for the citizens of Los Angeles County and vicinity to pick up this map and have an idea of their destination. From this point they could visit points of interest and know that if they start at "Point A", they can go to "Point B" without any problems.

It has taken us longer than expected to develop a proposal because of the desire to have the new maps tie in with those already produced for the Friends of Jawbone. *(Copy Enclosed)*

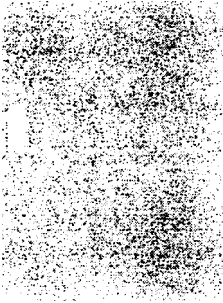
We ask you to set up an appointment with us to go over in detail any questions you have. We sincerely hope that we can receive favorable funding for this project from the in lieu funds of the OHV Program.

Again, thank you and Mr. Jim Parks for your support of our ideas to get this map program going.

Sincerely yours,


Edward H. Waldheim
President

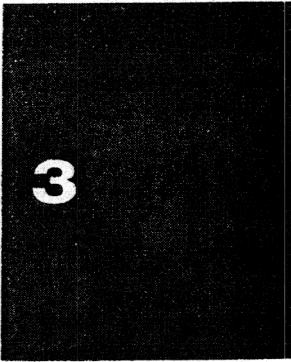
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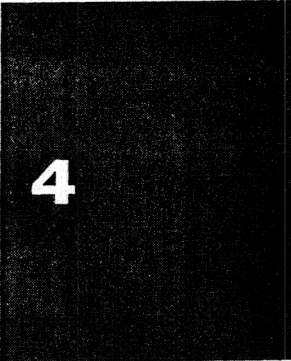
**Mission and
Scope of work**



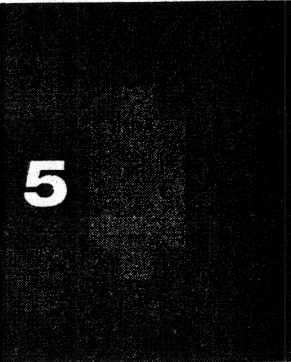
2
**Cost of
producing maps**



3
**Maps overview
and Maps 2, 3, & 4**



4
**Article of Incorporation
Federal 501.c.3 status**



5
Jawbone Map

CTUC Mission:

It is the mission of CTUC, California Trail Users Coalition to work with all multiple user public, hiking, bicycling, four wheel drive, motorcycle, equestrian, quads, etc. The name CTUC lends to this type of Coalition. We have been proud of the accomplishments to this point working both in Angeles National Forest and Los Padres National Forest. We have agreements for the North Fork Station with a volunteer staff from CTUC serving at this station for the past 3 years. This staff has had extensive interactions with Pacific Crest Trail hikers, equestrians and off road enthusiasts.

Proposal Application

1. **Submittal Date**
November 21, 2001
2. **Name and address of applicant:**
CTUC
3550 Foothill Blvd.
Glendale, CA 91214
3. **Title of Project:**
Creation of Multiple Use Trails Maps
4. **Amount of funding requested:**
\$60,000
5. **Name, title, address, and phone number of projected coordinator:**
Edward H. Waldheim
CTUC President
3550 Foothill Blvd.
Glendale, CA 91214
818-247-8778, ext. 215
FAX 818-957-4435
6. **Scope of Work:**
 - a. The initial task was to decide how to better serve the public by reviewing the existing map of 10 years ago. It was determined that the map was too broad, (almost a duplication of the Los Angeles and Vicinity map of AAA.)
 - b. The decision was to see how the map could be detailed in the same scale as that of Friends of Jawbone.
 - c. It was determined to revamp the Friends of Jawbone map. Map # 1 to make it a little larger and to come south so that the same scale could be applied to other maps.
 - d. Having determined this, the Friends of Jawbone map will be developed by the Friends through a grant from the RTP Recreational Trails Program, in its final approval. To date Friends of Jawbone are in their 3rd printing with over 30,000 maps distributed to the public. *The 4th printing will be printed as outlined in Map # 1 shown in this proposal but not part of this grant request.*

- e. To have any significant usefulness to the public we have to develop a map that could be readily read by the public with trail numbers and identified as to motorized trails, equestrian trails, hiking trails and bicycle trails or any combination.

We agreed to only list those trails that are marked on the ground so they can be readily identified with the map. This map in no way will provide all the trails for any recreational group. That is not the intent. This map is to provide the Encouraged Routes for recreational purpose for the citizens of Los Angeles County and Southern California.

- g. We have developed Map 2, 3 and 4. The decision to come up with a name was divide as follows: Southern California West, Southern California Central and Southern California East. (However the more we thought about this, it would not really tell us where the areas in question are.) Therefore, we are proposing:

Map #2 would be Los Padres Forest and Vicinity. This would cover Santa Barbara to the West Lakeview Road to the North, I-5 and portions of Angeles Forest to the East, and Filmore to the South.

- 2. Map #3 would be Angeles Forest and Vicinity This would cover San Fernando to the west, Hwy 138, Rosamond on Hwy 14 and abut to the Friends of Jawbone Map #1 on the North, It would cover Adelanto off US395 and I 5 on the east with Monrovia on the south.
- 3. Map # 4 would be San Bernardino Forest and vicinity. This would cover San Bernardino on the West and I-5 to Barstow on the North and Pioneertown to the east, and Yucaipa and I-10 on the south.
- 4. Upon approval of these maps, we will hire qualified cartographers to get trail information from all the land agencies that will be covered in these maps, and with the CTUC Board of Directors we will start putting the trails on the maps.
- 5. We will start identifying all of the Discovery Points that have significant recreational or visual qualities (*see sample of Jawbone Map*) where visitors may want to visit.
- 6. We will start identifying all key locations with GPS for quick reference.
- 7. We will list all the Township and Ranges on the margins of the map.

Cost of producing Map

1. The cost is broken down into two components.
 - a. Production of map and printing of 20,000 maps
 - b. Hiring qualified staff to research for trails
2. The cost for the printing of the 20,000 maps if \$15,000 puts the amount at .75 per map. Justification for 20,000 maps is that the Friends of Jawbone received a \$5000 grant for its 3rd printing and it cost us \$1.50 per map for that amount. The lower number being printed is hardly cost effective.
3. The cost for qualified staff to do research will be \$5000 per map. This will hire a person to research the trails for all uses, by traveling to the agencies getting input and providing it to the contractor for input.
4. The cost for reviewing maps will be done by CTUC with the Board of Directors, and the qualified person who researched the trails.

Total Cost per map set will be \$20,000 Cost for Map 2, 3, and 4 will be \$60,000

As stated before, Map #1: Friends of Jawbone map, is already covered by a grant from the Federal government RTP Grant funds.



FINEZA MAP COMPANY

1111 ASPEN ST. O CORONA, CA O 92879-2612

Phone: (909) 272-9627 O Fax (909) 541-2010

DATE 11/1/01

NO. FM01104

QUOTATION AND PURCHASE AGREEMENT

CLIENT CTUC-CA TRAIL USERS COALITION

ADDRESS 3550 Foothill Blvd.

CITY GLENDALE **STATE** CA **ZIP** 91214

PHONE 818-247-8778 ext. 215

CONTACT Ed Waldheim

ADDRESS 3550 Foothill Blvd.

CITY Glendale **STATE** CA **ZIP** 91214

PHONE (818)247-8778 ext. 215

JOB TITLE: Trail Map # 2

DESCRIPTION: 27 x 36 two-sided Flat Map Showing Area Trails
4Color on Front side / 1 Color on back side, 60 # Matte
Folded to 4 x 9

FRONT: Client Will Advise

Area

Boundaries: North
East

South
West

BACK: Client Will Advise

Area

Boundaries: North
East

South
West

BINDERY:

(X) Folded to 4 x 9
() Other

() Flat () Padded

DELIVERY: Client Will Advise

SHIPPING INSTRUCTIONS: Carton Packed

Quantity: 20,000 MAPS

Price Per Thousand

\$750.00

Total Lot Price \$15,000.00

Sales Tax * N/A

Delivery * N/A

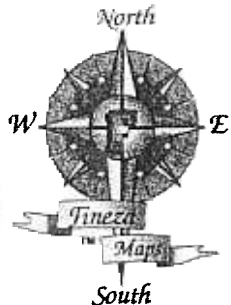
TOTAL PRICE \$15,000.00

* Sellers Permit number will be given & client will pick up maps

THIS IS OUR QUOTE TO FURNISH YOUR ORDER ACCORDING TO THE SPECIFICATIONS LISTED. The prices quoted are based only on those specifications. Changes in the specifications will cause a difference in the prices quoted and will be charged or credited to you accordingly. Acceptance of this proposal constitutes a valid contract for the design, printing, and processing described in the terms and conditions as set out on this and the back page of this proposal. TERMS: 50% UPON PLACEMENT OF ORDER BALANCE UPON DELIVERY. Please read backside before signing.

Accepted _____ **Title** _____

Date _____



FINEZA MAP COMPANY

1111 ASPEN ST. O CORONA, CA O 92879-2612

Phone: (909) 272-9627 O Fax (909) 541-2010

DATE 11/1/01

NO. FM01105

QUOTATION AND PURCHASE AGREEMENT

CLIENT CTUC(CA TRAIL USERS COALITION

ADDRESS 3550 Foothill Blvd.

CITY GLENDALE **STATE** CA **ZIP** 91214

PHONE 818-247-8778 ext. 215

CONTACT Ed Waldheim

ADDRESS 3550 Foothill Blvd.

CITY Glendale **STATE** CA **ZIP** 91214

PHONE (818)247-8778 ext. 215

JOB TITLE: Trail Map # 3

DESCRIPTION: 27 x 36 two-sided Flat Map Showing Area Trails
4Color on Front side / 1 Color on back side, 60 # Matte
Folded to 4 x 9

FRONT: Client Will Advise

Area

Boundaries: North
East

South
West

BACK: Client Will Advise

Area

Boundaries: North
East

South
West

BINDERY:

(X) Folded to 4 x 9
() Other

() Flat () Padded

DELIVERY: Client Will Advise

SHIPPING INSTRUCTIONS: Carton Packed

Quantity: 20,000 MAPS

Total Lot Price \$15,000.00

Price Per Thousand

Sales Tax * N/A

\$750.00

Delivery * N/A

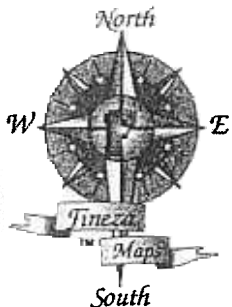
TOTAL PRICE \$15,000.00

* Sellers Permit number will be given & client will pick up maps

THIS IS OUR QUOTE TO FURNISH YOUR ORDER ACCORDING TO THE SPECIFICATIONS LISTED. The prices quoted are based only on those specifications. Changes in the specifications will cause a difference in the prices quoted and will be charged or credited to you accordingly. Acceptance of this proposal constitutes a valid contract for the design, printing, and processing described in the terms and conditions as set out on this and the back page of this proposal. TERMS: 50% UPON PLACEMENT OF ORDER BALANCE UPON DELIVERY. Please read backside before signing.

Accepted _____ **Title**

Date



FINEZA MAP COMPANY

1111 ASPEN ST. ○ CORONA, CA ○ 92879-2612

Phone: (909) 272-9627 ○ Fax (909) 541-2010

DATE 11/1/01

NO. FM01106

QUOTATION AND PURCHASE AGREEMENT

CLIENT CALIFORNIA TRAIL USERS COALITION

ADDRESS 3550 FOOTHILL BLVD.

CITY GLENDALE **STATE** CA **ZIP** 91214

PHONE 818-247-8778 ext. 215

CONTACT Ed Waldheim

ADDRESS 3550 Foothill Blvd.

CITY Glendale **STATE** CA **ZIP** 91214

PHONE (818)247-8778 ext. 215

JOB TITLE: Trail Map # 4

DESCRIPTION: 27 x 36 two-sided Flat Map Showing Area Trails
4Color on Front side / 1 Color on back side, 60 # Matte
Folded to 4 x 9

FRONT: Client Will Advise

Area

Boundaries: North

East

South

West

BACK: Client Will Advise

Area

Boundaries: North

East

South

West

BINDERY:

(X) Folded to 4 x 9
() Other

() Flat () Padded

DELIVERY: Client Will Advise

SHIPPING INSTRUCTIONS: Carton Packed

Quantity: 20,000 MAPS

Total Lot Price \$15,000.00

Price Per Thousand

Sales Tax * N/A

\$750.00

Delivery * N/A

TOTAL PRICE \$15,000.00

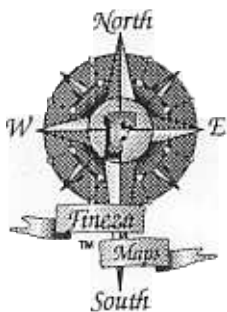
* Sellers Permit number will be given & client will pick up maps

THIS IS OUR QUOTE TO FURNISH YOUR ORDER ACCORDING TO THE SPECIFICATIONS LISTED. The prices quoted are based only on those specifications. Changes in the specifications will cause a difference in the prices quoted and will be charged or credited to you accordingly. Acceptance of this proposal constitutes a valid contract for the design, printing, and processing described in the terms and conditions as set out on this and the back page of this proposal. TERMS: 50% UPON PLACEMENT OF ORDER BALANCE UPON DELIVERY. Please read backside before signing.

Accepted _____

Title _____

Date _____



FINEZA MAP COMPANY

1111 ASPEN ST. • CORONA, CA • 92879-2612

Phone: (909) 272-9627 • Fax (909) 541-2010

DATE 9/27/04

NO. FM01122

QUOTATION AND PURCHASE AGREEMENT

CLIENT Friends of Jawbone

ADDRESS P.O Box 1176

CITY Cantil **STATE** CA **ZIP** 93519

PHONE (760) 373-1146

CONTACT Ed Waldheim

ADDRESS 28111 Jawbone Canyon Rd.

CITY Cantil **STATE** CA **ZIP** 93519

PHONE (818) 247-8778 ext. 215

JOB TITLE: Los Padres Trail Map

DESCRIPTION: 27 x 36 two-sided Flat Map Showing Area Trails
4Color on Front side / 1 Color on back side, 60 # Matte
Folded to 4 x 9

FRONT: Client Will Advise

Area

Boundaries: North
East

South
West

BACK: Client Will Advise

Area

Boundaries: North
East

South
West

BINDERY:

(X) Folded to 4 x 9
() Other

() Flat () Padded

DELIVERY: Client Will Advise

SHIPPING INSTRUCTIONS: Carton Packed

Quantity: 20,000 MAPS

Total Lot Price \$15,700.00

Price Per Thousand

Sales Tax * N/A

\$785.00

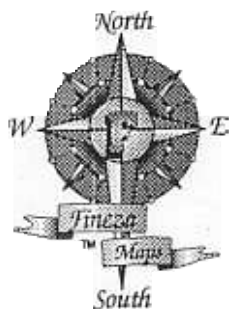
Delivery * N/A

TOTAL PRICE \$15,700.00

* Sellers Permit number will be given & client will pick up maps

THIS IS OUR QUOTE TO FURNISH YOUR ORDER ACCORDING TO THE SPECIFICATIONS LISTED. The prices quoted are based only on those specifications. Changes in the specifications will cause a difference in the prices quoted and will be charged or credited to you accordingly. Acceptance of this proposal constitutes a valid contract for the design, printing, and processing described in the terms and conditions as set out on this and the back page of this proposal. TERMS: 33% UPON PLACEMENT OF ORDER, 33% AFTER FINAL APPROVAL AND BEFORE GOING TO PRINT, BALANCE ON COMPLETION OF ORDER. Please read backside before signing.

Accepted _____ **Title** _____ **Date** _____



FINEZA MAP COMPANY

1111 ASPEN ST. • CORONA, CA • 92879-2612

Phone: (909) 272-9627 • Fax (909) 541-2010

DATE 9/27/04

NO. FM01123

QUOTATION AND PURCHASE AGREEMENT

CLIENT Friends of Jawbone

ADDRESS P.O Box 1176

CITY Cantil **STATE** CA **ZIP** 93519

PHONE (760) 373-1146

CONTACT Ed Waldheim

ADDRESS 28111 Jawbone Canyon Rd.

CITY Cantil **STATE** CA **ZIP** 93519

PHONE (818) 247-8778 ext. 215

JOB TITLE: Map #3 Mojave area

DESCRIPTION: 27 x 36 two-sided Flat Map Showing Area Trails
4Color on Front side / 1 Color on back side, 60 # Matte
Folded to 4 x 9

FRONT: Client Will Advise

Area

Boundaries: North
East

South
West

BACK: Client Will Advise

Area

Boundaries: North
East

South
West

BINDERY:

☒ (X) Folded to 4 x 9
☐ () Other

☐ () Flat ☐ () Padded

DELIVERY: Client Will Advise

SHIPPING INSTRUCTIONS: Carton Packed

Quantity: 20,000 MAPS

Total Lot Price \$15,700.00

Price Per Thousand

Sales Tax * N/A

\$785.00

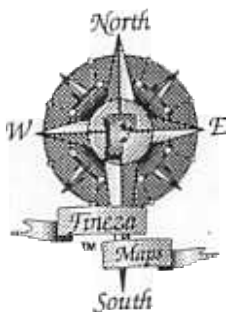
Delivery * N/A

TOTAL PRICE \$15,700.00

* Sellers Permit number will be given & client will pick up maps

THIS IS OUR QUOTE TO FURNISH YOUR ORDER ACCORDING TO THE SPECIFICATIONS LISTED. The prices quoted are based only on those specifications. Changes in the specifications will cause a difference in the prices quoted and will be charged or credited to you accordingly. Acceptance of this proposal constitutes a valid contract for the design, printing, and processing described in the terms and conditions as set out on this and the back page of this proposal. TERMS: 33% UPON PLACEMENT OF ORDER, 33% AFTER FINAL APPROVAL AND BEFORE GOING TO PRINT, BALANCE ON COMPLETION OF ORDER. Please read backside before signing.

Accepted _____ **Title** _____ **Date** 9/27/04



FINEZA MAP COMPANY

1111 ASPEN ST. • CORONA, CA • 92879-2612

Phone: (909) 272-9627 • Fax (909) 541-2010

DATE 9/27/04

NO. FM01124

QUOTATION AND PURCHASE AGREEMENT

CLIENT Friends of Jawbone

ADDRESS P.O Box 1176

CITY Cantil **STATE** CA **ZIP** 93519

PHONE (760) 373-1146

CONTACT Ed Waldheim

ADDRESS 28111 Jawbone Canyon Rd.

CITY Cantil **STATE** CA **ZIP** 93519

PHONE (818) 247-8778 ext. 215

JOB TITLE: Map #4 San Bernardino Vicinity

DESCRIPTION: 27 x 36 two-sided Flat Map Showing Area Trails
4Color on Front side / 1 Color on back side, 60 # Matte
Folded to 4 x 9

FRONT: Client Will Advise

Area

Boundaries: North

East

South

West

BACK: Client Will Advise

Area

Boundaries: North

East

South

West

BINDERY:

(X) Folded to 4 x 9
() Other

() Flat () Padded

DELIVERY: Client Will Advise

SHIPPING INSTRUCTIONS: Carton Packed

Quantity: 20,000 MAPS

Price Per Thousand

\$785.00

Total Lot Price \$15,700.00

Sales Tax * N/A

Delivery * N/A

TOTAL PRICE \$15,700.00

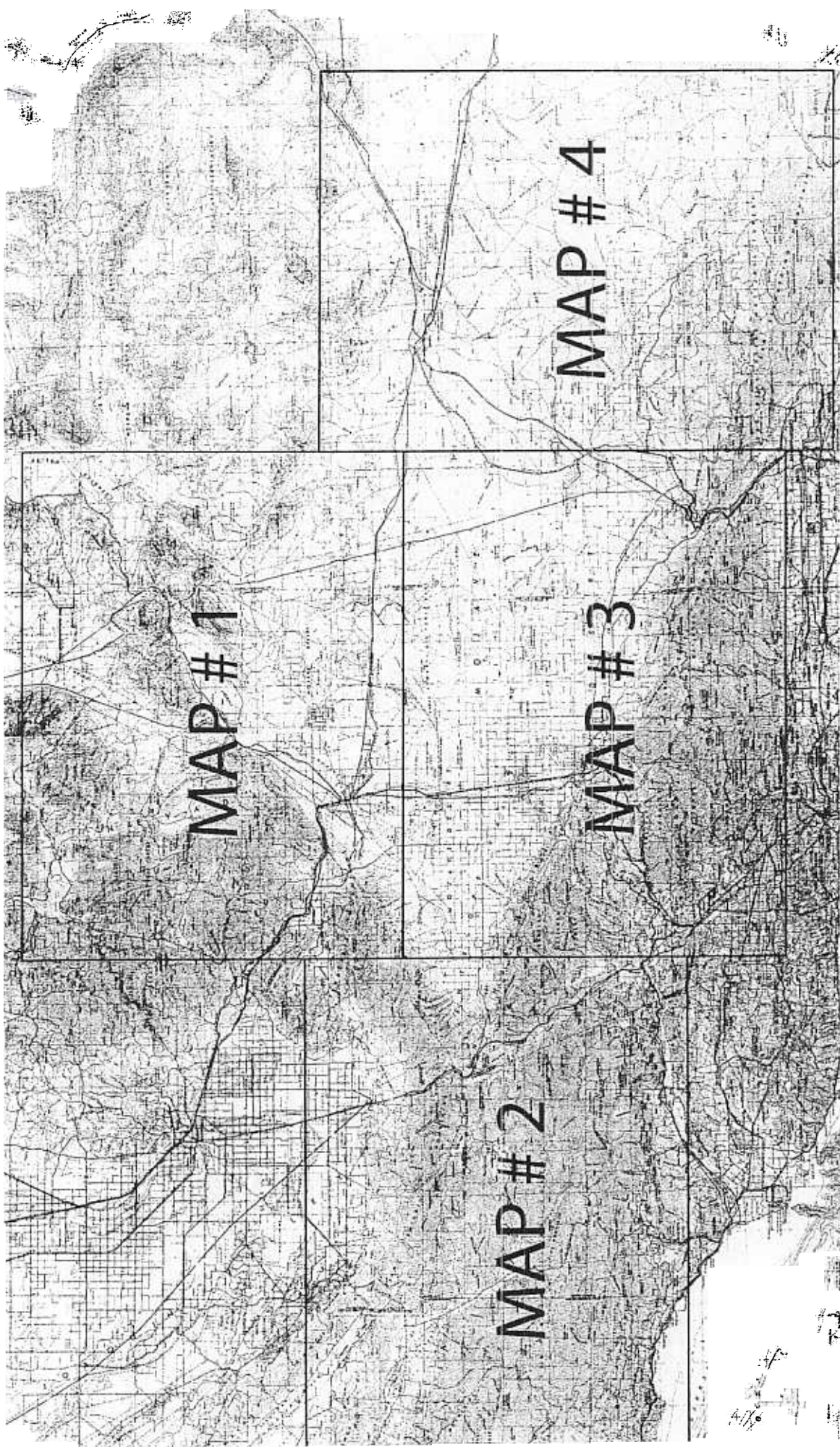
* Sellers Permit number will be given & client will pick up maps

THIS IS OUR QUOTE TO FURNISH YOUR ORDER ACCORDING TO THE SPECIFICATIONS LISTED. The prices quoted are based only on those specifications. Changes in the specifications will cause a difference in the prices quoted and will be charged or credited to you accordingly. Acceptance of this proposal constitutes a valid contract for the design, printing, and processing described in the terms and conditions as set out on this and the back page of this proposal. TERMS: 33% UPON PLACEMENT OF ORDER, 33% AFTER FINAL APPROVAL AND BEFORE GOING TO PRINT, BALANCE ON COMPLETION OF ORDER. Please read backside before signing.

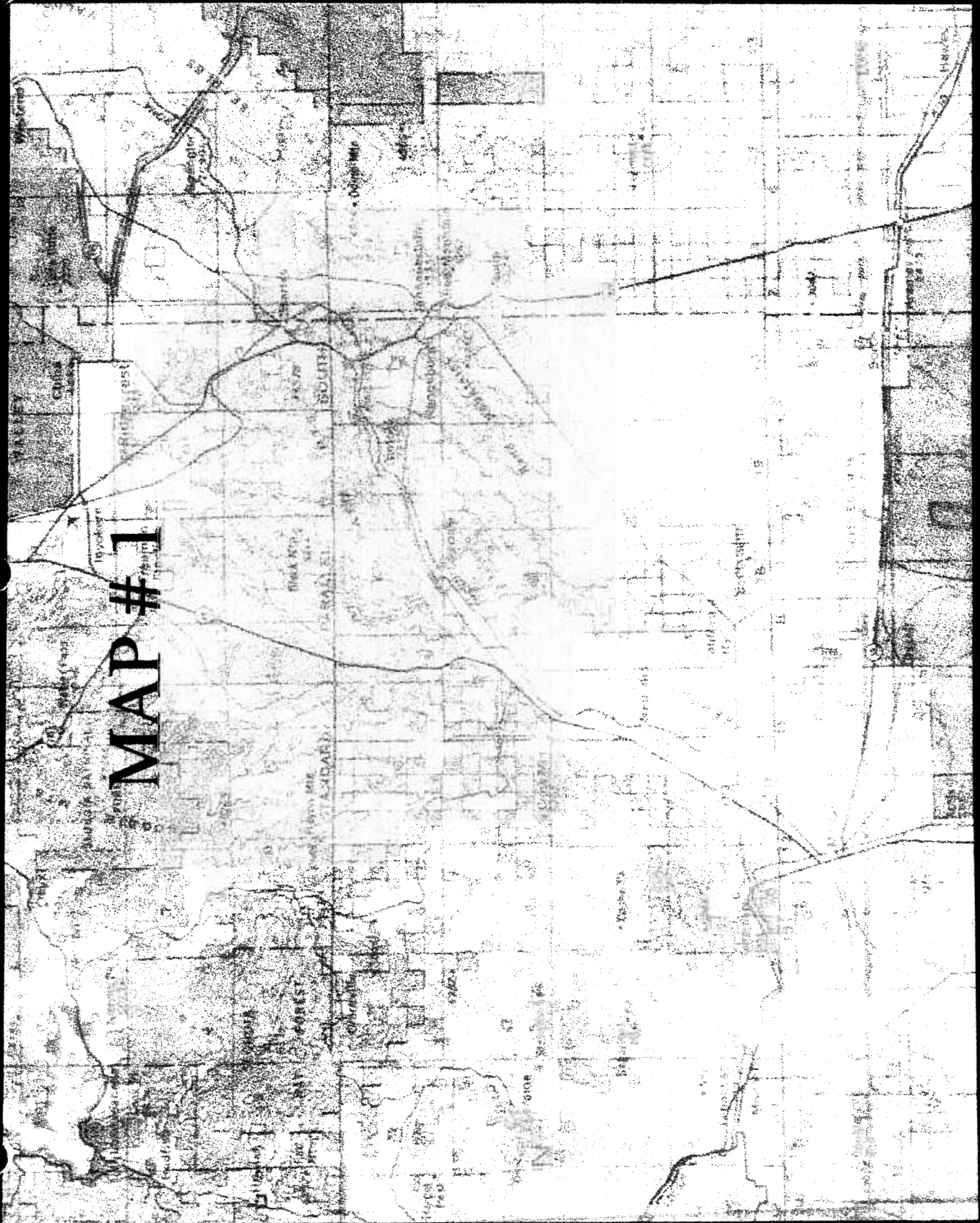
Accepted _____

Title _____

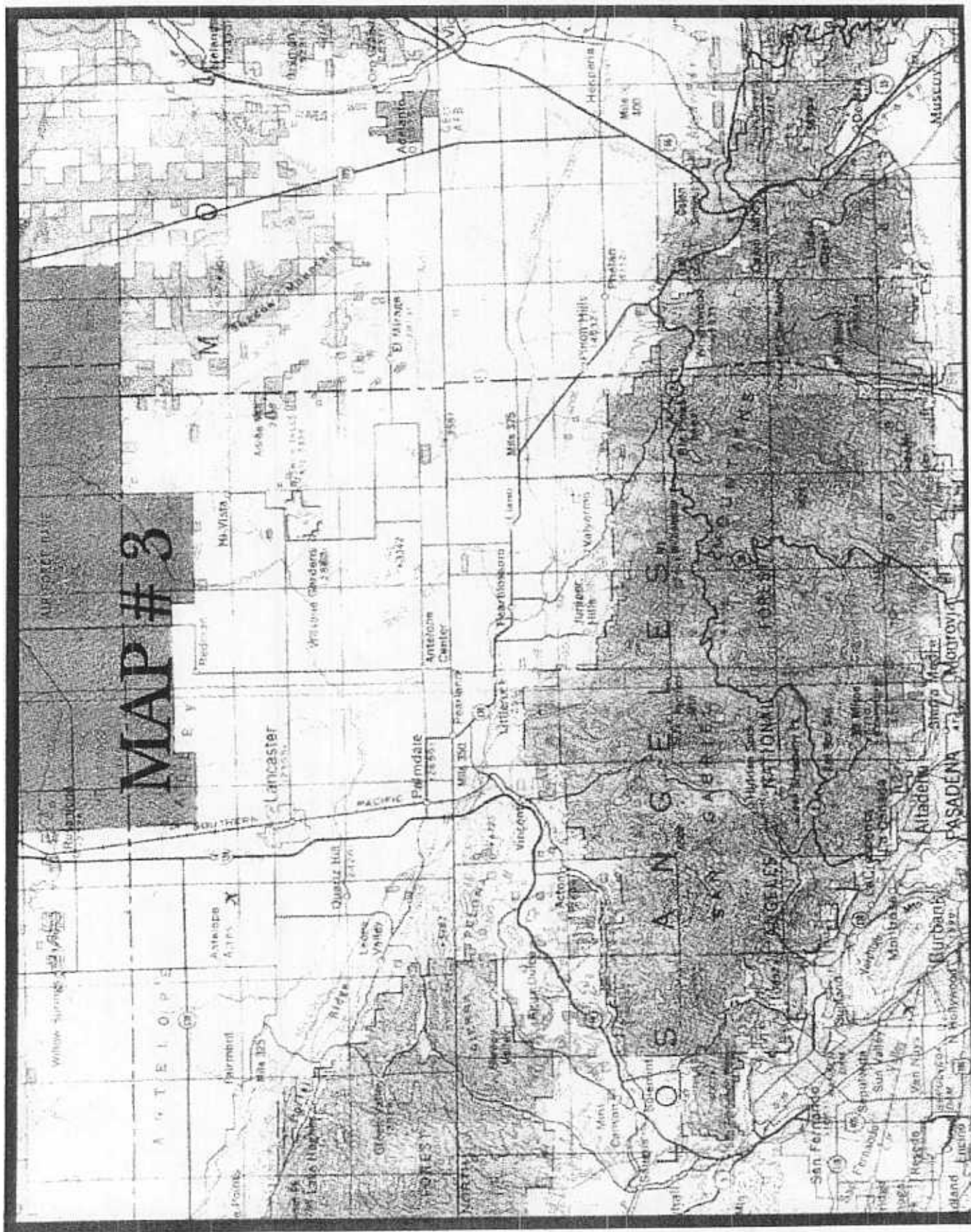
Date _____

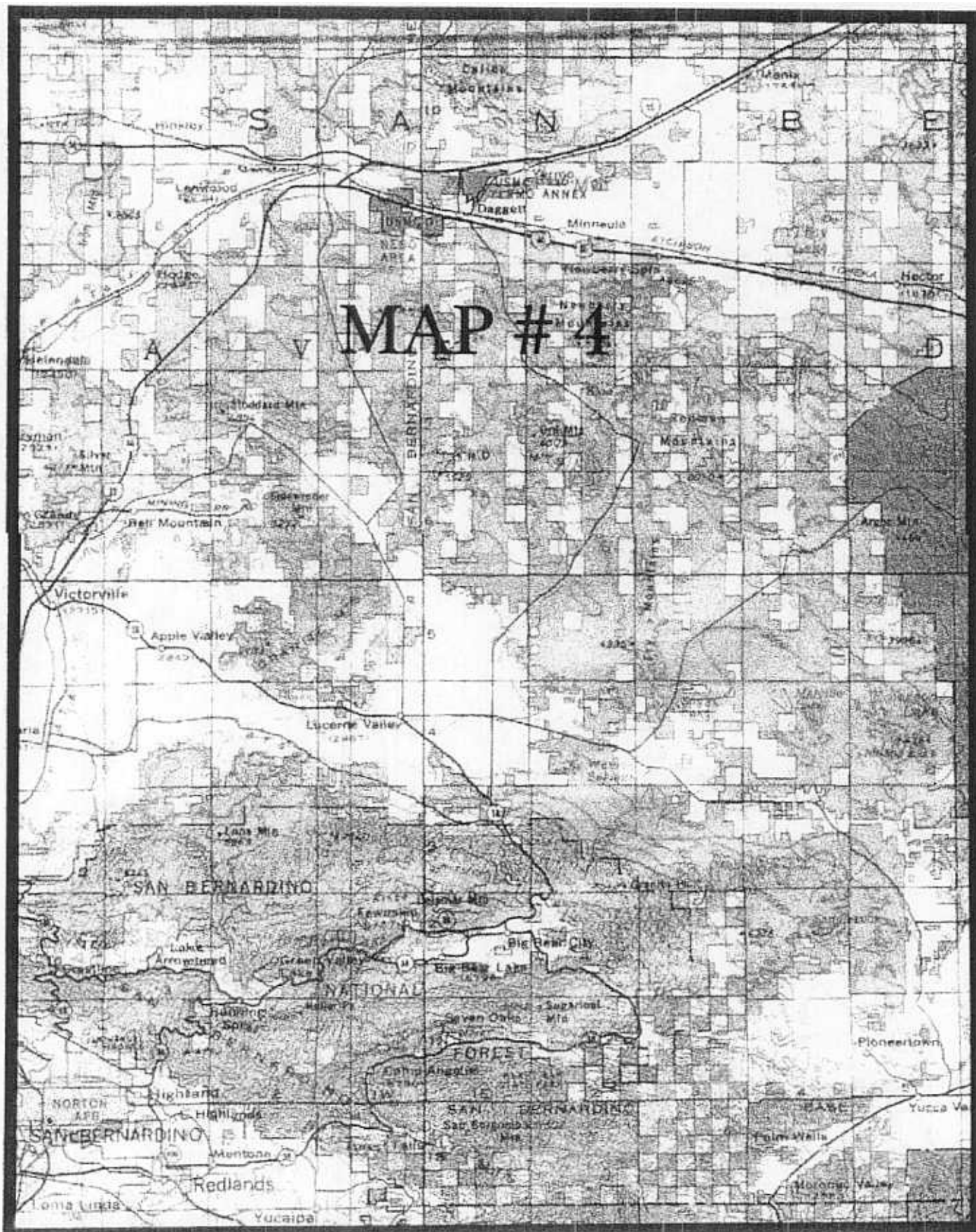


MAP #1



[illegible]



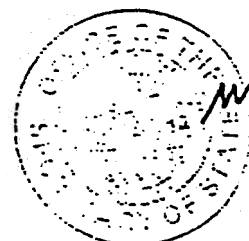




State of California

SECRETARY OF STATE

2028091



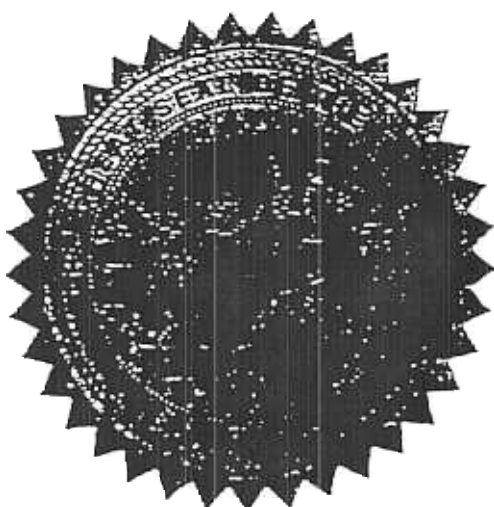
3 Pages

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

MAR 9 - 1998



Bill Jones

Secretary of State

ARTICLES OF INCORPORATION
OF
CALIFORNIA TRAIL USERS COALITION

MAR 5 1998

BILL JONES, Secretary of State

ONE: The name of this corporation shall be: CALIFORNIA TRAIL USERS
COALITION

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable purposes. The corporation is formed for the express purpose of providing a forum for all trail users to discuss trail related issues, problems and alternative solutions; to assist in the planning, development, maintenance and patrolling of trails to enforce rules of the road; and to develop and maintain programs designed to educate users on proper use of trails and trail etiquette. Such purposes for which this corporation is formed are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

Notwithstanding any other provisions of these articles, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law)

THREE: The name and address in California of this corporation's initial agent for service of process are:

Edward H. Waldheim
3550 Foothill Blvd.
Glendale, California 91214

FOUR: (a) No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office.

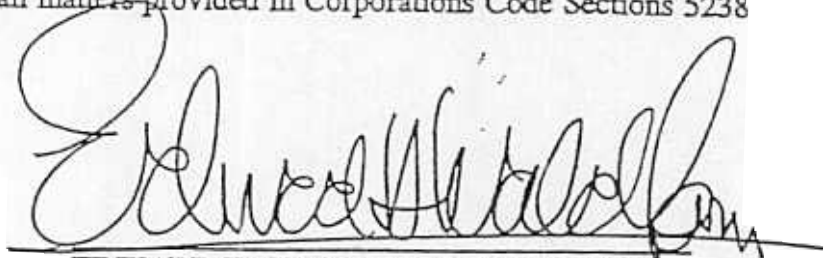
(b) All corporate property is irrevocably dedicated to the purposes set forth in Article Two, above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

(c) Upon the winding up or dissolution of the corporation, after paying or adequately providing for the debts and obligations of this corporation, the remaining assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and Section 23701(d) of the Revenue and Taxation Code. If this corporation holds any assets in trust or the corporation is formed for charitable purposes, such assets will be disposed of in such a manner as may be directed by decree of the Superior Court of the county in which this corporation's principal office is

located, upon petition therefor by the Attorney General or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

FIVE: Subject to the limitations imposed by Corporations Code Section 5238, the Corporation shall, and does hereby, indemnify and hold each of its directors and officers free and harmless from and on account of all matters provided in Corporations Code Sections 5238 (b) and (c).

Dated: March 3, 1998


EDWARD H. WALDHEIM, Incorporator



INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date DEC 10 1998

CALIFORNIA TRAIL USERS COALITION
C/O EDWARD H WALDHEIM
3550 FOOTHILL BLVD
GLENDALE, CA 91214

Employer Identification Number
95-4690961
DLN
17053217026018
Contact Person:
EO CUSTOMER SERVICE
Contact Telephone Number:
(213) 894-2289
Accounting Period Ending:
December 31
Foundation Status Classification
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
March 5, 1998
Advance Ruling Period Ends:
December 31, 2002
Addendum Applies:
No

Dear Applicant

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)